THE HIGH COURT OF UTTARANCHAL AT NAINITAL.

Civil Revision No. 81 of 2006

1. Canara bank through its Manager , Head Office 112 Jai chamara Jaindra Road, Bangalore.
2. Canara Bank Through its Branch Manager , Shyam Bhawan Upper Road, Haridwar.

… Petitioners.

Versus

Lacchi Ram Gupta S/O Jamuna Das , R/O Shyam Bhawan, Upper Road , Tehsil Haridwar, District Haridwar.

…Respondent.

Sri Ashish Joshi, learned counsel for the petitioners.
Sri V.K.Bisht, Sr.Adv.assisted by Ms. S.Miya, learned counsel for the respondent.

Dated November 28,2006.

Hon'ble B.S.Verma,J.

This revision under Section 25 of the Provincial Small Cause Courts Act is directed against the judgment and decree dated 18-5-2006 passed by the Judge, Small Cause Courts/ District Judge Haridwar , in S.C.C. No.2 of 2005, Lacchi Ram Gupta Vs. Canara bamk, where by the suit of the plaintiff has been decreed and the defendant- revisionists were directed to vacate the disputed premises within a period of six months and to pay the rent to the plaintiff as mentioned in the impugned order.

Facts giving rise to the present revision are that the respondent filed a suit against the revisionists- tenants with the allegation that the lease/ agreement deed between the parties had expired on 23.1.2004 and thereafter notice was given to the defendants to vacate the suit premises, but to no avail. The defendants did not pay any rent thereafter, hence , S.C.C. Suit No.2 of 2005 was filed against them. The defendants contested the suit, denied the plaint allegations and asserted that the suit has not been filed on true facts. It was denied that there had been default in payment of rent.

On the pleadings of the parties, the learned J.S.S.C. framed as many as six issues in the suit. The trial Court recorded the evidence led by the parties , heard them and after hearing both the parties, the learned trial court came to the conclusion that the defendants are tenants of the plaintiff at the monthly rental of Rs. 9765/-. It was also held that the lease period expired on 23.12.2004 and the tenancy of the defendants was terminated by the notice sent by the plaintiff. The J.S.C.C. further held that the defendants defaulted in payment of rent. It was also found that the plaint is not defective for want of proper verification under Order 6, Rule 15 CPC. Ultimately, the learned J.S.C.C. has held that the plaintiff has proved his case against the defendants. Before the trial court, it was submitted on behalf of the defendants that the defendants are ready to vacate the suit premises within a period of six months and plaintiff has given consent to it , therefore, while decreeing the suit of the plaintiff, six months time was granted to the defendants to vacate the premises in suit.

It may be noted that earlier the defendants preferred writ petition against the impugned judgment and decree, but subsequently, on the prayer made by the learned counsel the writ petition filed by the defendants was treated as revision under Section 25 of the said Act.

I have heard the learned counsel for both the parties and perused the entire record including the impugned judgment and decree.

From a bare perusal of the material on record, it stands fully proved that the lease period between the parties had already expired as far back as 23.12.2004 . Admittedly, no agreement was made to extend the lease . the witness produced on behalf of the defendants has admitted that rent was due against defendants. It is not disputed that the tenancy of the defendants was terminated by notice sent by the plaintiff. The suit was rightly decreed against the

defendant -revisionists by the learned trial court. Admittedly, the defendants were ready to vacate the premises within a period of six months, therefore, the trial court has given six months time to vacate the suit premises to the defendants. In these circumstances, I do not find any force in the revision preferred by the defendants.

In the course of arguments, the learned counsel for the revisionists submitted that reasonable time may be granted to the revisionists to vacate the disputed premises. The prayer is innocuous .

In the result, the revision is dismissed. The judgment and decree under revision is upheld. However, the revisionists - Bank are granted Six months time to vacate the suit premises and to deliver vacant and peaceful possession to the plaintiff - respondent, provided the revisionists continue to pay the rent regularly to the plaintiff and they furnish an undertaking to that effect before the trial court within a period of four weeks from the date of production of certified copy of this order. In case of default, the plaintiff - respondent shall be at liberty to proceed against the revisionists in accordance with law.

(B.S. Verma,J.)

RCP